Exhibit 1

Part B

- e. Local Building Codes
- f. the State Hospital Code

If Federal Aid is obtained for any facilities described herein, then any and all regulations imposed by the participating Federal Agency shall be complied with in the performance of this Agreement.

11. GOVERNMENT PROVISIONS

The ARCHITECT shall comply with any applicable provisions or Acts of Congress, rules, regulations, and requirements of the Government of the United State of America. If there is a grant of money or loan of money by the Government of the United States of America for the Project, then the ARCHITECT shall furnish any information and provide any assistance which the OWNER deemed necessary for the preparation of any certificates, reports, or materials required as a result of obtaining said grant or loan.

12. DEATH OF THE ARCHITECT

If the ARCHITECT is an individual and that ARCHITECT shall die prior to the said completed performance of this Agreement, then the payment to the estate of said ARCHITECT, pursuant to this Agreement, shall be made as if the Project or any part thereof had been suspended or altered on the date of the death of the ARCHITECT. If the ARCHITECT is a partnership and a partner shall die prior to the completed performance of this Agreement, the OWNER, in the OWNER's discretion, may deem the Project or any part thereof, suspended or altered on the date of said death or any date thereafter which the OWNER selects, and the payment to the estate of the deceased ARCHITECT or the partnership, pursuant to this Agreement, shall be made as if the Project or any part thereof had been suspended or altered on the date of said death or such other date thereafter selected by the OWNER. The OWNER shall have the right to the immediate possession of all files of the ARCHITECT relating to the Project, all plans and specifications in regard to the Project, and shall have a right to retain the services of another ARCHITECT to complete the Project. If the ARCHITECT is a professional or other corporation, then this paragraph shall not be applicable.

13. OWNER-ARCHITECT RELATIONSHIP

The relationship created by this Agreement between the OWNER and ARCHITECT is one of independent ARCHITECT and it is in no way to be construed as creating any agency relationship between the OWNER and the ARCHITECT nor is it to be construed as, in any way or under any circumstances, creating or appointing the ARCHITECT as an agent of the OWNER for any purpose whatsoever.

14. PROTECTION OF LIVES AND HEALTH

Each ARCHITECT and SUBCONSULTANT shall comply fully with all applicable provisions of the laws of the State of New York, the United States of America, and with all applicable rules and regulations, adopted or promulgated, by agencies or municipalities of the State of New York or the United States of America. The ARCHITECT's and SUBCONSULTANT's attention is specifically called to the applicable rules and regulations, codes, and bulletins of the New York State Department of Labor and to the standards imposed under the Federal Occupational Safety and Health Act of 1970, as amended. The ARCHITECT shall report on compliance to the OWNER or OWNER's Representative at the weekly safety meetings.

15. AFFIRMATIVE ACTION

- A. The ARCHITECT agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Owner, to fully comply with and cooperate in the implementation of an Affirmative Action Plan designed to provide for equal employment opportunities for Minorities and Women, and a goal oriented Utilization Plan for Minority/Women Business Enterprise (M/WBE) participation in the performance of the Work, in such form and substance as herein stated. The ARCHITECT further agrees to incorporate all Affirmative Action provisions of the Contract in all subcontracts, regardless of tier.
- B. The ARCHITECT must submit to the Owner, and the prospective SUBCONSULTANT's must submit to the ARCHITECT, an Affirmative Action Plan which demonstrates its best efforts to provide for equal employment opportunities for Minorities and Women, and a goal oriented Utilization Plan for MBE/WBE participation in the performance of the Work, in such form and substance as may be required by the Owner. A meeting to review these submissions may be scheduled by the Owner.

- C. These Affirmative Action provisions shall be deemed supplementary to, and not in lieu of the nondiscrimination provisions required by N.Y.S. Labor Law or other applicable Federal, State or local laws.
- D. In Accordance with Article 15A of the Executive Law and in conformance with the Regulations promulgated by the Minority and Women's Business Development Division of the New York State Department of Economic Development, the ARCHITECT agrees to be bound by the following clauses. In any circumstances of uncertainty or conflict, the Regulations of the Minority and Women's Business Development Division supersede this information.

1. Utilization Plan; Waivers.

- a. The ARCHITECT shall submit to the Owner a Utilization Plan on forms provided by the Owner within the time-frame stated in the Supplement To Information For Bidders. The Utilization Plan shall list all SUBCONSULTANT's and suppliers the ARCHITECT intends to use on the Contract and indicate which ones are M/WBEs. The Utilization Plan shall be prepared to achieve the participation goals indicated in the bid documents.
- b. The Owner will review the Utilization Plan and will issue to the ARCHITECT a written notice of acceptance or deficiency within twenty (20) days of its receipt. A notice of deficiency shall include (i) the name of any M/WBE which is not acceptable for the purpose of complying with the M/WBE participation goals and the reasons why it is not acceptable; (ii) elements of the Contract scope of work which the Owner has determined can be reasonably structured by the ARCHITECT to increase the likelihood of participation in the Contract by M/WBEs; and (iii) other information which the Owner determines to be relevant to the Utilization Plan.
- c. The ARCHITECT shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Owner a written remedy in response to the notice of deficiency. If the written remedy which is submitted is not timely or is found by the Owner to be inadequate, the Owner shall notify the ARCHITECT and direct the ARCHITECT to submit, within five (5) business days, a request for a partial or total waiver of M/WBE participation goals on forms provided by the Owner. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid.
- d. The ARCHITECT who has made good faith efforts to obtain commitments from M/WBE SUBCONSULTANT's and suppliers prior to submitting its Utilization Plan may submit a request for waiver at the same time it submits its Utilization Plan. If a request for waiver is submitted with the Utilization Plan and is not accepted by the Owner at that time, the provisions of clauses (b) and (c), regarding the notice of deficiency and written remedy will apply. In this case, the ARCHITECT may submit a second request for waiver as directed by the Owner.
- e. If the ARCHITECT does not submit a Utilization Plan, remedy deficiencies in a Utilization Plan, submit a request for waiver, or if the Owner determines that the Utilization Plan does not indicate that the M/WBE participation goals will be met and/or that the ARCHITECT has failed to document good faith efforts, the Owner may disqualify the ARCHITECT as being not-responsible.
- f. The ARCHITECT shall attempt to utilize, in good faith, any MBE or WBE identified within its Utilization Plan, at least to the extent indicated in the Plan.

2. Administration Hearing on Disqualification

- a. If the Owner disqualifies a bid for any of the reasons set forth in (1) (e) above, the ARCHITECT shall be entitled to an administrative hearing, on the record, before a hearing officer appointed by the Owner to review the determination of disqualification of the bid and determination of non-responsibility of the ARCHITECT.
- b. The hearing officer's determination shall be the final determination of the Owner. Such final administrative determination shall be reviewable by a proceeding brought pursuant to Article 78 of the Civil Practice Law and Rules, provided such proceeding is commenced within thirty (30) days of notice given by certified

mail, return receipt requested, rendering such final administrative determination in accordance with the provisions of Section 313 of the Executive Law.

3. Good Faith Efforts

In order to show that it has made good faith efforts to comply with the M/WBE participation goals of this Contract, the ARCHITECT shall submit such documentation as will enable the Owner to make a determination in accordance with the criteria set forth in Section 313 of the Executive Law and the Rules and Regulations promulgated thereunder.

4. Compliance Reports

The ARCHITECT shall submit, and shall require SUBCONSULTANT's to submit, compliance reports on forms and at intervals established by the Owner. Reports not submitted at such times as required by the Owner shall be cause for the Owner to delay implementing scheduled payments to the ARCHITECT.

5. ARCHITECT's Failure to Meet M/WBE Participation Goals

- (a) If the ARCHITECT, after making good faith efforts, is unable to comply with a Contract's M/WBE participation goals, the ARCHITECT may submit a request for a partial or total waiver on forms provided by the Owner documenting good faith efforts by the ARCHITECT to meet such goals. If the documentation required with the request for waiver is complete, the Owner shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- (b) If the Owner, upon review of the ARCHITECT's Utilization Plan and compliance reports, determines that the ARCHITECT is failing or refusing to comply with the Contract's M/WBE participation goals, and no waiver has been issued in regards to such non-compliance, the Owner may issue a notice of deficiency to the ARCHITECT. The ARCHITECT must respond to the notice to deficiency within seven (7) days of receipt. Such response may include a request for partial or total waiver of M/WBE participation goals.

6. ARCHITECT and Owner Complaints; Arbitration

- (a) Subsequent to the award of this Contract, if the ARCHITECT submits a request for waiver of M/WBE participation goals and the Owner denies the request or fails to respond in any way within twenty (20) days of receiving it, or if the ARCHITECT has received a written determination from the Owner that the ARCHITECT is failing or refusing to comply with goals, the ARCHITECT may file a complaint with the Director, Division of Minority and Women's Development in the Department of Economic Development ("Director"), according to the provisions of Section 316 of the Executive Law. The complaint must be filed within twenty (20) days of the Owner's receipt of the request for waiver, if the Owner has not responded in that time, or within twenty (20) days of a notification that the request has been denied by the Owner or within twenty (20) days of receipt of notification from the Owner that the ARCHITECT is failing or refusing to comply with goals.
- (b) If the ARCHITECT fails or refuses to comply with goals for participation by M/WBEs as established by this Contract, the Owner may file a complaint with the Director pursuant to Section 316 of the Executive Law.
- (c) A complaint shall set forth the facts and circumstances giving rise to the complaint together with a demand for relief.
- (d) The party filing a complaint, whether the ARCHITECT or the Owner, shall deliver a copy to the other party. Both the complaint and the copy shall be delivered by either personal service or by certified mail, return receipt requested.
- (e) Upon receipt of a complaint the Director shall provide the party against whom the complaint has been filed with an opportunity to respond to the complaint. If within thirty (30) days of receipt of the complaint the Director is unable to resolve the complaint to the satisfaction of the Owner and the ARCHITECT, the

complaint shall be referred to the American Arbitration Association for resolution pursuant to Section 316 of the Executive Law and the applicable requirements of Article 75 of the Civil Practice Law and Rules.

- (f) Upon conclusion of the arbitration proceeding, the arbitrator will submit to the Director his or her award regarding the alleged violation of the Contract or refusal of the Owner to grant a waiver request by the ARCHITECT. The award of the arbitrator with respect to the alleged violation of the Contract or the refusal of the Owner to grant a waiver shall be final and may be vacated or modified only as provided by Article 75 of the Civil Practice Law and Rules.
- (g) Upon conclusion of the arbitration proceedings and the rendition of an award, the arbitrator will also recommend to the Director a remedy including, if appropriate, the imposition of sanctions, fines or penalties. The Director will either (i) adopt the recommendation of the arbitrator; (ii) determine that no sanctions, fines or penalties should be imposed; or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty.
- (h) The Director, within ten (10) days of receipt of the arbitrator's award and recommendations, will issue a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail, return receipt requested. The determination of the Director as to the imposition of fines, sanctions, or penalties shall be reviewable pursuant to Article 78 of the Civil Practice Law and Rules.
- (i) The determination of the Owner or the ARCHITECT to proceed with a complaint shall not preclude the Owner, in its discretion, from pursuing any other remedies which it may have pursuant to law and contract.

7. Subcontracts

The ARCHITECT will include the provisions of paragraphs three (3.) and six (6.) above in every subcontract, in such manner that such provisions will be binding upon the SUBCONSULTANT as to work in connection with this Contract.

- E. The following forms are to be used in submitting Affirmative Action Plans and are hereby made a part of the Contract:
 - 1. ARCHITECT's Utilization Plan, Minority & Female (EEO-1)
 - 2. ARCHITECT's Utilization Plan (EEO-6)
 - 3. Bid-Contract Activity Summary (EEO-6b)
 - 4. Six-Month Utilization Workforce Projection Schedule (EEO-7)
 - 5. ARCHITECT's Permanent Employee Distribution (EEO-8)
 - 6. Compliance Report (SC11A)
 - 7. Request for Waiver (Waiver)

16. N.Y.S. UNIFORM CONTRACTING OUESTIONNAIRE

- A. In order to assist the OWNER in determining the responsibility and reliability of the vendor selected for the Contract and to effectuate the directives of Executive Order No. 125, the Council of Contracting Agencies has adopted procedures to collect and exchange relevant information among Contracting Agencies.
- B. When directed by the OWNER, prior to the award of any Contract valued at \$10,000 or more, the selected vendor shall, within ten (10) days following either oral or written notice that it must comply, submit, in the form provided by the OWNER, a duly executed Uniform Contracting Questionnaire to the OWNER at the following address:

Dormitory Authority -- State of New York Uniform Contracting Questionnaire Responsibility Information Officer 161 Delaware Avenue Delmar, New York 12054-1398

- C. The information contained in the Uniform Contracting Questionnaire will serve as an informational resource to aid the OWNER in making an award determination.
- D. Duly executed Uniform Contracting Questionnaires submitted to the OWNER or any other Contracting Agency shall be effective for a period of one year from their execution provided that the facts attested therein have remained unchanged.
- E. The ARCHITECT may submit a copy of a previously executed Uniform Contracting Questionnaire if it is submitted within one year of its Date of Execution and provided that it is accompanied by a duly executed Affidavit of No Change on the form supplied by the OWNER.

17. INVALID PROVISIONS

If any term or provision of the Contract Documents or the application thereof to any person, firm or corporation, or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of the Contract Documents, or the application of such terms or provisions to persons, firms or corporations, or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Contract Documents shall be valid and be enforced to the fullest extent permitted by law.

18. NONCOMPLIANCE

This Agreement may be void and of no effect unless the ARCHITECT complies with each of the provisions of these ADDITIONAL ITEMS.

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BOUTREMENTS

PRODUCER Local Agent	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
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LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE . (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
1	GENERAL LIABILITY				GENERAL AGGREGATE	\$1,000,000
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$1,000,000
	CCI CLAIMS MADE X OCCUR	XYZ - 123	04/01/XX	04/01/XY	PERSONAL & ADV INJURY	\$1,000,000
A	DOWNER'S & CONT PROT				EACH OCCURRENCE	\$1,000,000
l	X Include Independent Contractors		j		FIRE DAMAGE (Any one fire)	\$ 50,000
	X XCU Coverage				MED EXP (Any one person)	\$ 5,000
	AUTOMOBILE LIABILITY					
	X ANY AUTO				COMBINED SINGLE LIMIT	\$1,000,000
	X ALL OWNED AUTOS					
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-	X HIRED AUTOS					
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	AND				EACH ACCIDENT	\$ 100,000
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E	NYS Disability Senefits	DBL-910	04/01/XX	D4/01/XY	STATUTORY	Limit: \$2,000,000
F	Professional Liability	PPL-111	04/01/XX	04/91/XY		SIR: 100,000

	DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS Waiver of Subrogation for Workers Comp. & General Liability
	DASNY CONTRACT NO
l	The following are Additional Insureds under General Liability as respects this project:

Dormitory Authority—State of New Yor	k
161 Delaware Avenue	
Delmar, NY 12054	
Attr: Risk Management Unit	

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" WARRING BARREN BURGER

Your Representative

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REQUIREMENTS ONSULTANTS & ENGINEERS ONLY

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REQUIREMENTS

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CONSULTANT'S UTILIZATION PLAN

DORMITORY AUTHORITY - STATE OF NEW YORK

Office For Affirmatine Action One Penn Plaza, 48th Floor New York, New York 10119-0118

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	Contact Person	Telephone	
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CONSULTANT'S UTILIZATION PLAN

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: AAPSERV1, Revision 1, 10-06-93	2

(ARCHITECT/CONSUL* T/ENGINEER)/CONSULTANT/ENGINEER GENERAL INSURAN* EQUIREMENTS

CONSULTANT'S PERMANENT EMPLOYEE DISTRIBUTION

DORMITORY AUTHORITY - STATE OF NEW YORKOffice For Affirmative Action

One Penn Plaza, 48th Floor New York, New York 10119-0118

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(ARCHITECT/CONSU

T/ENGINEER)CONSULTANT/ENGINEER GENERAL INSURAN

SQUIREMENTS

CONSULTANT'S BID-CONTRACT ACTIVITY SUMMARY WITH MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES

DORMITORY AUTHORITY - STATE OF NEW YORK

Office For Affirmative Action
One Penn Plaza, 48th Floor
New York, New York 10119-0118

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(ARCHITECT/CONSULTA' "NGINEER/CONSULTANT/ENGINEER GENERAL INSURANCE" TIREMENTS

CONSULTANT'S COMPLIANCE REPORT

DORMITORY AUTHORITY - STATE OF NEW YORK

Office For Affirmative Action
One Penn Plaza, 48th Floor
New York, New York 10119-0118

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Form AAPSERV4, Revision2, 10-06-93

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REQUIREMENTS

CONSULTANT'S REQUEST FOR WAIVER

DORMITORY AUTHORITY - STATE OF NEW YORK
Office For Affirmative Action

One Penn Plaza, 48th Floor New York, New York 10119-0118

A.	TYPE OF V	VAIVER REQUEST:	☐ Total	☐ Partial. If Partial, co MBE Waiver (%) Requ WBE Waiver (%) Requ	ested
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1. Utilization Plan; Waivers.

- a. The ARCHITECT shall submit to the Owner a Utilization Plan on forms provided by the Owner within the time-frame stated in the Supplement To information For Bidders. The Utilization Plan shall list all SUBCONSULTANT's and suppliers the ARCHITECT intends to use on the Contract and indicate which ones are M/WBEs. The Utilization Plan shall be prepared to achieve the participation goals indicated in the bid documents.
- b. The Owner will review the Utilization Plan and will issue to the ARCHITECT a written notice of acceptance or deficiency within twenty (20) days of its receipt. A notice of deficiency shall include (i) the name of any M/WBE which is not acceptable for the purpose of complying with the M/WBE participation goals and the reasons why it is not acceptable; (ii) elements of the Contract scope of work which the Owner has determined can be reasonably structured by the ARCHITECT to increase the likelihood of participation in the Contract by M/WBEs; and (iii) other information which the Owner determines to be relevant to the Utilization Plan.
- c. The ARCHITECT shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Owner a written remedy in response to the notice of deficiency. If the written remedy which is submitted is not timely or is found by the Owner to be inadequate, the Owner shall notify the ARCHITECT and direct the ARCHITECT to submit, within five (5) business days, a request for a partial or total waiver of M/WBE participation goals on forms provided by the Owner. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid.
- d. The ARCHITECT who has made good faith efforts to obtain commitments from M/WBE SUBCONSULTANTs and suppliers prior to submitting its Utilization Plan may submit a request for waiver at the same time it submits its Utilization Plan. If a request for waiver is submitted with the Utilization Plan and is not accepted by the Owner at that time, the provisions of clauses (b) and (c), regarding the notice of deficiency and written remedy will apply. In this case, the ARCHITECT may submit a second request for waiver as directed by the Owner.
- e. If the ARCHITECT does not submit a Utilization Plan, remedy deficiencies in a Utilization Plan, submit a request for waiver, or if the Owner determines that the Utilization Plan does not indicate that the M/WBE participation goals will be met and/or that the ARCHITECT has failed to document good faith efforts, the Owner may disqualify the ARCHITECT as being not-responsible.
- f. The ARCHITECT shall attempt to utilize, in good faith, any MBE or WBE identified within its Utilization Plan, at least to the extent indicated in the Plan.

2. Administration Hearing on Disqualification

- a. If the Owner disqualifies a bid for any of the reasons set forth in (1) (e) above, the ARCHITECT shall be entitled to an administrative hearing, on the record, before a hearing officer appointed by the Owner to review the determination of disqualification of the bid and determination of non-responsibility of the ARCHITECT.
- b. The hearing officer's determination shall be the final determination of the Owner. Such final administrative determination shall be reviewable by a proceeding brought pursuant to Article 78 of the Civil Practice Law and Rules, provided such proceeding is commenced within thirty (30) days of notice given by certified mail, return receipt requested, rendering such final administrative determination in accordance with the provisions of Section 313 of the Executive Law.

3. Good Faith Efforts

In order to show that it has made good faith efforts to comply with the M/WBE participation goals of this Contract, the ARCHITECT shall submit such documentation as will enable the Owner to make a determination in accordance with the criteria set forth in Section 313 of the Executive Law and the Rules and Regulations promulgated thereunder.

4. Compliance Reports

The ARCHITECT shall submit, and shall require SUBCONSULTANT's to submit, compliance reports on forms and at intervals established by the Owner. Reports not submitted at such times as required by the Owner shall be cause for the Owner to delay implementing scheduled payments to the ARCHITECT.

5. ARCHITECT's Failure to Meet M/WBE Participation Goals

- (a) If the ARCHITECT, after making good faith efforts, is unable to comply with a Contract's M/WBE participation goals, the ARCHITECT may submit a request for a partial or total waiver on forms provided by the Owner documenting good faith efforts by the ARCHITECT to meet such goals. If the documentation required with the request for waiver is complete, the Owner shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- (b) If the Owner upon review of the ARCHITECT's Utilization Plan and compliance reports, determines that the ARCHITECT is failing or refusing to comply with the Contract's M/WBE participation goals, and no waiver has been issued in regards to such non-compliance, the Owner may issue a notice of deficiency to the ARCHITECT. The ARCHITECT must respond to the notice to deficiency within seven (7) days of receipt. Such response may include a request for partial or total waiver of M/WBE participation goals.

6. ARCHITECT and Owner Complaints; Arbitration

- (a) Subsequent to the award of this Contract, if the ARCHITECT submits a request for waiver of M/WBE participation goals and the Owner denies the request or fails to respond in any way within twenty (20) days of receiving it, or if the ARCHITECT has received a written determination from the Owner that the ARCHITECT is failing or refusing to comply with goals, the ARCHITECT may file a complaint with the Director, Division of Minority and Women's Development in the Department of Economic Development ("Director"), according to the provisions of Section 316 of the Executive Law. The complaint must be filed within twenty (20) days of the Owner's receipt of the request for waiver, if the Owner has not responded in that time, or within twenty (20), days of a notification that the request has been denied by the Owner or within twenty (20) days of receipt of notification from the Owner that the ARCHITECT is failing or refusing to comply with goals.
- (b) If the ARCHITECT fails or refuses to comply with goals for participation by M/WBEs as established by this Contract, the Owner may file a complaint with the Director pursuant to Section 316 of the Executive Law.
- (c) A complaint shall set forth the facts and circumstances giving rise to the complaint together with a demand for relief.
- (d) The party fitting a complaint, whether the ARCHITECT or the Owner, shall deliver a copy to the other party. Both the complaint and the copy shall be delivered by either personal service or by certified mail, return receipt requested.
- (e) Upon receipt of a complaint the Director shall provide the party against whom the complaint has been filed with an opportunity to respond to the complaint. If within thirty (30) days of receipt of the complaint the Director is unable to resolve the complaint to the satisfaction of the Owner and the ARCHITECT, the complaint shall be referred to the American Arbitration Association for resolution pursuant to Section 316 of the Executive Law and the applicable requirements of Article 75 of the Civil Practice Law and Rules.
- (f) Upon conclusion of the arbitration proceeding, the arbitrator will submit to the Director his or her award regarding the alleged violation of the Contract or refusal of the Owner to grant a waiver request by the ARCHITECT. The award of the arbitrator with respect to the alleged violation of the Contract or the refusal of the Owner to grant a waiver shall be final and may be vacated or modified only as provided by Article 75 of the Civil Practice Law and Rules.
- (g) Upon conclusion of the arbitration proceedings and the rendition of an award, the arbitrator will also recommend to the Director a remedy including, if appropriate, the imposition of sanctions, fines or penalties.

The Director will either (i) adopt the recommendation of the arbitrator; (ii) determine that no sanctions, fines or penalties should be imposed; or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty.

- (h) The Director, within ten (10) days of receipt of the arbitrator's award and recommendations, will issue a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail, return receipt requested. The determination of the Director as to the imposition of fines, sanctions, or penalties shall be reviewable pursuant to Article 78 of the Civil Practice Law and Rules.
- (i) The determination of the Owner or the ARCHITECT to proceed with a complaint shall not preclude the Owner, in its discretion, from pursuing any other remedies which it may have pursuant to law and contract.

7. Subcontracts

The ARCHITECT will include the provisions of paragraphs three (3.) and six (6.) above in every subcontract, in such manner that such provisions will be binding upon the SUBCONSULTANT as to work in connection with this Contract.

- E. The following forms are to be used in submitting Affirmative Action Plans and are hereby made a part of the Contract:
 - 1. ARCHITECT's Utilization Plan, Minority &

Female (EEO-1)

- 2. ARCHITECT's Utilization Plan (EEO-6)
- 3. Bid-Contract Activity Summary (EEO-6b)
- 4. Six-Month Utilization Workforce Projection Schedule (EEO-7)
- 5. ARCHITECT's Permanent Employee

Distribution (EEO-8)

- 6. Compliance Report (SC11A)
- 7. Request for Waiver (Waiver)

16. N.Y.S. UNIFORM CONTRACTING OUESTIONNAIRE

- A. In order to assist the OWNER in determining the responsibility and reliability of the vendor selected for the Contract and to effectuate the directives of Executive Order No. 125, the Council of Contracting Agencies has adopted procedures to collect and exchange relevant information among Contracting Agencies.
- B. When directed by the OWNER, prior to the award of any Contract valued at \$10,000 or more, the selected vendor shall, within ten (10) days following either oral or written notice that it must comply, submit, in the form provided by the OWNER, a duly executed Uniform Contracting Questionnaire to the OWNER at the following address:

Dormitory Authority -- State of New York
Uniform Contracting Questionnaire Responsibility Information Officer
161 Delaware Avenue
Delmar, New York 12054-1398

- C. The information contained in the Uniform Contracting Questionnaire will serve as an informational resource to aid the OWNER in making an award determination.
- D. Duly executed Uniform Contracting Questionnaires submitted to the OWNER or any other Contracting Agency shall be effective for a period of one year from their execution provided that the facts attested therein have remained unchanged.
- E. The ARCHITECT may submit a copy of a previously executed Uniform Contracting Questionnaire if it is submitted within one year of its Date of Execution and provided that it is accompanied by a duly executed Affidavit of No Change on the form supplied by the OWNER.

17. INVALID PROVISIONS

If any term or provision of the Contract Documents or the application thereof to any person, firm or corporation, or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of the Contract Documents, or the application of such terms or provisions to persons, firms or corporations, or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Contract Documents shall be valid and be enforced to the fullest extent permitted by law.

18. NONCOMPLIANCE

This Agreement may be void and of no effect unless the ARCHITECT complies with each of the provisions of these ADDITIONAL ITEMS.

(ARCHITECT/CONSUI	YT/ENGINEER)/CONSULTANT/ENGINEER GENERAL INSURANCE REQUIREMENT
ACORD. WAS	EGIA FIEL CHISTIA

PRODUCER Local Agent	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	COMPANIES AFFORDING COVERAGE
INSURED	COMPANY
	A Your Insurance Company
	COMPANY
	B Your Insurance Company
Your Name	COMPANY
	C Your Insurance Company
	COMPANY
	D Your Insurance Company
	COMPANY
	E Your Insurance Company

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LTA	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	\$1,000,000
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$1,000,000
]	CIC CLAIMS MADE X OCCUR	XYZ - 123	04/01/XX	04/01/XY	PERSONAL & ADV INJURY	\$1,000,000
A	OWNER'S & CONT PROT		1		EACH OCCURRENCE	\$1,000,000
	X include Independent Contractors				FIRE DAMAGE (Any one fire)	\$ 50,000
	X XCU Coverage]			MED EXP (Any one person)	\$ 5,000
	AUTOMOBILE LIABILITY					
}	X ANY AUTO				COMBINED SINGLE LIMIT	\$1,000,000
1	X ALL OWNED AUTOS					
В	X SCHEDULED AUTOS	ABC-345	04/01/XX	04/01/XY	BODILY INJURY (Per Person)	\$1,000,000
	X HIRED AUTOS					
	X NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$1,000,000
	X GARAGE LIABILITY					
					PROPERTY DAMAGE	\$1,000,000
	EXCESS LIABILITY				EACH OCCURRENCE	\$1,000,000
	X UMBRELLA FORM	LLL-555	04/01/XX	04/01/XY	AGGREGATE .	\$1,000,000
C	DOTHER THAN UMBRELLA FORM]			\$
	WORKERS COMPENSATION				STATUTORY LIMITS	
	AND				EACH ACCIDENT	\$ 100,000
D	EMPLOYERS' LIABILITY	WCP-678	04/01/XX	04/01/XY	DIBEASE - POLICY LIMIT	\$ 100,000
					DISEASE - EACH EMPLOYEE	\$ 100,000
	OTHER				SIGNION CHOICE	9 100,000
E	NYS Disability Benefits	DBL-910	04/01/XX	04/01/XY	STATUTORY	1 1-14. 20 000 000
F	Professional Liability	PPL-111	04/01/XX	04/01/XY	JANUARY .	Limit: \$2,000,000 SIR: 100,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS Waiver of Subrogation for Workers Comp. & General Liability	
DASNY CONTRACT NO	

Dormitory Authority-State of New York 161 Delaware Avenue Delmar, NY 12054 Attn: Risk Management Unit

CERTIFICATE HOLDER. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE AUTHORIZED REPRESENTATIVE Your Representative

ACORD 255 (760) 4 Constitution of the constitu

Case 1:07-cv-06915-DLC Document 317-3 Filed 09/13/2008 Page 22 of 30

(ARCHITECT/CONSL

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES SPECIAL ITEMS
DASNY CONTRACT NO. _____PROJECT NAI

IT/ENGINEER)/CONSULTANT/ENGINEER GENERAL INSURAL

EQUIREMENTS

ACORD. STREET	CHIECIS, CONSULTANTS & ENGINEERS Y
PRODUCER Local Agent	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEY'D OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	COMPANIES AFFORDING COVERAGE
INSURED	COMPANY A Your Insurance Company
	COMPANY
Your Name	COMPANY
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	COMPANY
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CONTOUR DESCRIPTION OF THE PROPERTY OF THE PRO	E COMMON TO A SECOND OF THE CONTROL
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED B	ELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY REPIOD
INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CO	ONDITION OF ANY CONTRACT OR OTHER DOCLMENT WITH RESPECT TO WHICH THIS
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE	AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOW	N MAT HAVE BEEN HEUGGED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	16
	COMMERCIAL GENERAL LIABILITY		l		PRODUCTS-COMP/OP AGG	8
l	DE CLAIMS MADE DOCCUR			1	PERSONAL & ADV INJURY	8
	D OWNER'S & CONT PROT				EACH OCCURRENCE	8
]	🖾 Include Independent Contractors				FIRE DAMAGE (Any one fire)	8
İ	□ XCU Coverage				MED EXP (Any one person)	1 8
	AUTOMOBILE LIABILITY					
	D ANY AUTO				COMBINED SINGLE LIMIT	
	DI ALL OWNED AUTOS					
	D SCHEDULED AUTOS				BODILY INJURY (Per Person)	
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	□ NON-OWNED AUTOS				BODILY INJURY (Per accident)	•
	D GARAGE LIABILITY					
					PROPERTY DAMAGE	
	EXCESS LIABILITY				EACH OCCURRENCE	5
	D UMBRELLA FORM				AGGREGATE	8
	D OTHER THAN UMBRELLA FORM			İ		\$
	WORKERS COMPENSATION			•	STATUTORY LIMITS	
ĺ	AND			ŀ	EACH ACCIDENT	
	EMPLOYERS' LIABILITY	Ī		ł	DISEASE - POLICY LIMIT	\$
				ł	DISEASE - EACH EMPLOYEE	8
	OTHER					-
A .	Asbestos Abatement	AAP-111	04/01/XX	04/01/XY		Limit: \$2,000,008
1	Professional Liability	[ł		SIR: 100,000

	Dormitory Authority—State of New York 161 Delawere Avenue Delmer, NY 12054 Attn: Riek Management Unit	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
		AUTHORIZED REPRESENTATIVE Your Representative
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PROJECT NAME:

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MENGINEER/CONSULTANT/ENGINEER GENERAL INSURAN' "QUIREMENTS

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FOR HAZARDOUS/CONTAMINATED MATE OR UNDERGROUND PETROLIUM	
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PRODUCER Local Agent	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS N RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEN EXTEND OR ALTER THE COVERAGE AFFORD®D BY THE POLICIES BELOW.				
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MW/DD/YY)	LIMITE	
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	OWNER'S & CONT PROT				EACH OCCURRENCE	8
	☐ Include Independent Contractors				FIRE DAMAGE (Any one fire)	8
	☐ XCU Coverage				MED EXP (Any one person)	6
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	D ALL OWNED AUTOS D SCHEDULED AUTOS			:	BODILY INJURY (Per Person)	\$
	II HIRED AUTOS II NON-OWNED AUTOS				BODILY INJURY (Per accident)	6
	D GARAGE LIABILITY				PROPERTY DAMAGE	
	EXCESS LIABILITY				EACH OCCURRENCE	5
	D UMBRELLA FORM				AGGREGATE	•
	D OTHER THAN UMBRELLA FORM					\$
	WORKERS COMPENSATION				D STATUTORY LIMITS	
	AND				EACH ACCIDENT	\$
	EMPLOYERS' LIABILITY				DISEASE - POLICY LIMIT	8
					DISEASE - EACH EMPLOYEE	8
A ;	OTHER Environmental Engineers & Consultants Professional Liability					Limit: \$2,000,000 SIR: 100,000

ı	DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS FACILITY:
ı	DASNY CONTRACT NO. PROJECT NAME:
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TO BE TO THE PERSON OF THE PER	AUTHORIZED REPRESENTATIVE Your Representative
Dormitory Authority-State of New York 191 Delaware Avenue Delmer, NY 12054 Attn: Rick Menagement Unit	EXPIRATION DATE THEREOF, THE ISSUING COMPANY XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
AV HOLDER DESTRUCTION OF THE SECOND S	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE

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INT/ENGINEER/CONSULTANT/ENGINEER GENERAL INSUR/ REQUIREMENTS

CONSULTANT'S UTILIZAT. N PLAN

DORMITORY AUTHORITY - STATE OF NEW YORK Office For Affirmative Action One Penn Plaza, 48th Floor New York, New York 10119-0118

Address			
City		State Zip	
•	Contact Person	Telephone	
PROJECT	INFORMATION		
Project			
Address		Contract Number	
Address		Project Term	Mo.
Address		Authority Goal: MBE	(%)
		Authority Goal: WBE	(%)
Work Des	cription		
List previou	s Dormitory Authority Work performed	i by your Firm:	
•	-		\$
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Do you inter I No TYPE OF	MBE Utilization: \$ nd to engage other consultants or acquir Yes If YES, provide the inform CONSULTANT OR SERVICE	was Utilization: \$e other services in connection with the Wation below:	Vork of this Control ESTIMATED AI \$
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(ARCHITECTICONS: \nT/ENGINEER)/CONSULTANT/ENGINEER GENERAL INSURA" " REQUIREMENTS

CONSULTANT'S UTILIZATION PLAN

Firm Name
Addr Service/Product Provided: Award \$
Addr
Addr Service/Product Provided: Award \$
Addr
Addr Service/Product Provided: Award \$
Addr
Addr MBE WBE 5. Complete the Minority- and Women-Owned Business Goal Tabluation Schedule below for your Firm using either dollar amounts or a percentage of your Contract. GOAL AWARD CATEGORY MBE GOAL WBE GOAL DOLLARS or PERCENT Consultants and Services (\$) (\$) (%) Supplies, Materials, etc. (\$) (\$) (%) Total Goal (\$) (\$) (%) 6. The space below is provided for comments that your Firm may have regarding the utilization of Minority- and/or Women-Owned Businesses in the Work of your Contract.
dollar amounts or a percentage of your Contract. GOAL AWARD CATEGORY MBE GOAL WBE GOAL DOLLARS or PERCENT Consultants and Services
6. The space below is provided for comments that your Firm may have regarding the utilization of Minority- and/or Women-Owned Businesses in the Work of your Contract.
Supplies, Materials, etc.
6. The space below is provided for comments that your Firm may have regarding the utilization of Minority- and/or Women-Owned Businesses in the Work of your Contract.
Minority- and/or Women-Owned Businesses in the Work of your Contract.
Principal or Officer:
Type Name of Principal or Officer Type Title of Principal or Officer
Signature of Principal or Officer Date
Do not write below the line above
Approved: Senior Director, Office For Affirmative Action Date
Dormitory Authority - State of New York FORM: AAPSERV1, Revision 1, 10-06-93 2

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F/ENGINEER)/CONSULTANT/ENGINEER GENERAL INSURAN ?QUIREMENTS

CONSULTANT'S PERMANENT EMPLOYEE DISTRIBUTION

DORMITORY AUTHORITY - STALE OF NEW YORK

Office For Affirmative Action One Penn Plaza, 48th Floor New York, New York 10119-0118

NSULTANT 1 Firm	DENTIFICATION		Fed I	D No
Address				
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City	Contact Person			
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OJECT INFO	RMATION			
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			_ Contract Number	
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EXECUTIVE A	AND OWNER: For position titles	such as President, Partner, O	wner, Treasurer, Secretary, e	tc.
PROFESSION	AL: For position titles of individu	ils possessing a License to pro	actice their profession	
				*

		-		
TECHNICAL A	ND MANAGEMENT: For posit	on titles except Executive and	Owner, Professional, and C	Terical and Support
	-		principales de risultant agrange	
CLERICAL AN	D SUPPORT			
				,
				
Type Name of P	rincipal or Officer		Type Title of Principal or	Officer
Signature of Prin	cipal or Officer vision 1, 10-06-93		Date	

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T/ENGINEER/CONSULTANT/ENGINEER GENERAL INSURAY 'EQUIREMENTS

CONSULTANT'S BID-CONTRACT ACTIVITY SUMMARY WITH MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES

DORMITORY AUTHORITY - STATE OF NEW YORK

Office For Affirmative Action One Penn Plaza, 48th Floor New York, New York 10119-0118

SULTANT IDENTIFICATION					
Firm		Fed II) No		
Address					
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City		State Zip			
		Telephone			
DJECT INFORMATION					
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ORITY- AND WOMEN-OWNE			SUMM	ARY	
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Work Description	Type of Firm:	MBE [] WBE			
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Form: AAPSERV3, Revision 2, 10-06-93

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DINEER/CONSULTANT/ENGINEER GENERAL INSURANCE RETTERMENTS

CONSULTANT'S COMPLIANCE REPORT

DORMITORY AUTHORITY - STATE OF NEW YORK

Office For Affirmative Action
One Penn Plaza, 48th Floor
New York, New York 10119-0118

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Signature	of Principal or Officer			Date	MANAGEMENT AND THE STREET		
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TENGINEERI/CONSULTANT/ENGINEER GENERAL INSURANT TOUREMENTS

CONSULTANT'S REQUEST FOR WAIVER

DORMITORY AUTHORITY - STATE OF NEW YORK Office For Affirmative Action One Penn Plaza, 48th Floor New York, New York 10119-0118 TYPE OF WAIVER REQUEST: ☐ Total ☐ Partial. If Partial, complete blanks below: MBE Waiver (%) Requested__ WBE Waiver (%) Requested_____ B. CONSULTANT Firm Address City Contact Person Telephone **PROJECT** Project Contract Amount Address Contract Number Address Project Term Mo. Address Authority Goal: MBE (%) Authority Goal: WBE_ Work Description D. REQUIRED WAIVER INFORMATION DOCUMENTATION If the form does not provide adequate space for a complete response to any item, attach additional pages as required to provide the complete information requested. If any information request item is not applicable to your Company, insert "n/a" on the first blank information request line. Whenever a request is made for a particular document in an applicable information request and the requested document is not attached, the Request For Waiver will be deemed non-responsive, incomplete and will be rejected. Complete the following for certified minority- and women-owned business enterprises that were solicited in writing to provide services or bids on the Project identified above for purposes of complying with the Authority's goal requirements. Attach a copy of each solicitation for each certified firm listed. Attach a copy of each written solicitation response received from any minority-owned business, MBE, or woman-owned business, WBE. Firm Name Date Address Trade _ City, State Check certified firm type: Contact ☐ MBE ☐ WBE Firm Name Date Address Trade __ City, State Check certified firm type: Contact ☐ MBE ☐ WBE Firm Name Date

Trade

Check certified firm type:

□ MBE □ WBE

Address

Contact

Form: AAPSERV5, Revision 1, 10:06-93

City, State

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	Firm Name Address City, State Contact						certified firm type:
	Firm Name Address City, State Contact					Trade Check	certified firm type:
•	other docume	ntation mad	e available	to certified	minority- and v	women-owned t	lans, specifications and/or ousinesses for the purposes use documents were made
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	Attach docum undertaken fo	nentation of or purposes of	any negot f complyin	iations with g with the A	any minority- uthority's goal	and women-o requirements.	wned business enterprises
	☐ Attachme	nt(s) provide	d 🛮 Not	Applicable			,
-	Provide a st established by			n to suppo	t the request	for a waiver	of the goal requirements

Form: AAPSERV5, Revision 1, 10-06-93